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15-17

CONTRACT

BETWEEN

Long Beach Township  
THE TOWNSHIP OF LONG BEACH  
(OCEAN) COUNTY, NEW JERSEY

AND

IBT  
TEAMSTERS LOCAL NO. 35  
TRENTON, NEW JERSEY

REPRESENTING EMPLOYEES IN THE (DEPARTMENT  
OF PROPERTY AND PUBLIC WORKS)

X JANUARY 1, 1989 - DECEMBER 31, 1989

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

1989

RUTGERS UNIVERSITY

4

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AGREEMENT

THIS AGREEMENT, made this      day of      between the Township of Long Beach, a municipal corporation organized and existing under the laws of the State of New Jersey, a public employer with its main office at Town Hall, Long Beach Boulevard, Brant Beach, New Jersey, hereinafter referred to as the "Township," and Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and the Eastern Conference of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey, comprised of Long Beach Township Blue Collar Employees, such organization having been certified by the Public Employment Relations Commission as an appropriate bargaining agent for this unit, after the Agency held an appropriate election. This Union shall be hereinafter referred to as the "Union." Wherever the terms "blue collar supervisor" or "blue collar supervisor employees" are used in this Agreement, both designations shall be interchangeable and have the same meaning and effect.

ARTICLE I

PURPOSE

This Agreement entered into by the Employer and the Teamsters has as its purpose the promotion of harmonious relations between the Employer and the Teamsters; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION CLAUSE

The Township recognizes Teamsters Local No. 35, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and the Eastern Conference of Teamsters, as the sole and exclusive bargaining agent for all provisional and permanent full-time and provisional and permanent regular part-time blue collar workers in the Road Department, Public Works Department, Buildings and Grounds Department and Public Property Departments of the Township which includes Laborer, Building Services, Secretary, Equipment Operator, Mechanic, Senior Mechanic and Maintenance Repair Carpenter. The parties agree to negotiate with respect to salary, hours and those

terms and conditions of employment permitted by appropriate New Jersey Statutes. However, the following titles shall be excluded from the bargaining unit: Supervisors and Foremen.

ARTICLE III  
GRIEVANCE PROCEDURE

**I. Definition**

A. Purpose - The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Township and the Union.

B. A "Grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or of policies, rules and administrative decisions which govern the Township or disciplinary action. Only grievances on the violation, misinterpretation or inequitable application of the agreement may be submitted to binding arbitration.

C. Nothing in this procedure shall preclude an employee from exercising his or her legal or Civil Service right.

D. A "grievant" is an employee who files a grievance.

E. "Representative" is a person or agent designated to represent either party in this procedure.

F. "Day" means a working day.

**II. Procedures**

A. Grievances shall be processed promptly and expeditiously.

B. Grievances shall be adjudicated according to the terms of this procedure, time of filing notwithstanding.

C. Formal grievances and appeal shall be filed in writing.

D. Communications and decisions concerning formal grievances shall be in writing.

E. A grievant shall be permitted a representative at all levels of the procedure and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.

F. Failure by a grievant to process a grievance within the specified time limit shall render the grievance as settled in favor of the Township.

G. Failure by the Township to issue a decision within the specified time limit shall render the grievance advanced to the next level.

### III. Processing

A. Time Limit: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual consent of the parties.

B. Step 1: The grievant and/or his or her representative shall present a written statement of the alleged grievance to the Township Commissioner in charge of the Road Department. The grievant must file the written grievance within fifteen (15) calendar days of the occurrence of the grievance. The Township Commissioner in charge of the Road Department will review the grievance and investigate the facts and submit a written answer to the grievant within seven (7) calendar days of the submission date on the grievance form.

C. Step 2: If the grievant is dissatisfied with the answers submitted by the Township Commissioner in charge of the Road Department, the grievant and/or his or her representative may appeal the answer of the Township Commissioner in charge of the Road Department within seven (7) calendar days after receipt of the written answer at the first step of the process by the grievant. The employee will request that the Township schedule a hearing before the Township Commissioner on the matter. The hearing shall be scheduled within seven (7) calendar days after receipt of the grievance appeal from the Township Commissioner in charge of the Road Department's decision at Step 1 of the process. The hearing granted by the Township will take place within twenty-one (21) calendar days after the scheduled date is submitted to the grievant.

D. Step 3: If the grievant is still dissatisfied with the answer received from the Township Commissioner, then the grievance may be submitted to arbitration.

1. Within twenty (20) days of the decision of the Township, a grievant may request arbitration of the grievance by filing notice of the grievant's continued disagreement with the Township Commissioner in charge of the Road Department.

2. Within five (5) days of such notice, the grievant shall request a list of arbitrators from the Public Employment Relations Commission.

3. Within five (5) days of receipt of such list, an arbitrator shall be selected by alternately striking names from the list, the grievant striking first. If the arbitrator is unable to serve, a list shall be requested and the process repeated, unless the time is extended by mutual agreement.

4. Within twenty (20) day of notice of selection, the designated arbitrator shall establish a hearing date, shall establish rules governing such a hearing and shall conduct such hearing.

5. The arbitrator's decision shall be binding on all parties to the grievance.

6. The cost of the services of the arbitrator shall be shared equally by the parties of interest. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it.

7. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

#### IV. General Provisions

1. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.

2. The filing, pendency, or hearing of any grievance shall not impeded the normal management of the work force or operation of any of the Township's agencies.

3. All records of grievance processing shall be filed separately.

4. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Union and the Township Commissioner in charge of the Road Department will distribute the forms as they require these.

5. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

6. Notices of hearing shall be made to the grievant at least forty-eight (48) hours in advance and such hearings shall be held on the Township's premises.

7. The Township agrees that in the presentation of a grievance, there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative who is an employee of the Township through the grievance procedure. However, no employee or official will be permitted to investigate or process grievances during working hours without the approval of the Township Commissioner in charge of the Road Department.

8. Saturdays, Sundays and holidays as identified in this Agreement shall not be considered working days in computing the time of the foregoing.

9. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employee shall not lose pay for such time.

10. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

11. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

#### ARTICLE IV

#### SICK LEAVE

A. Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service, commencing on the first month or major portion thereof from date of hire. It is assumed the employee shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, pro-rated shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the final pay. Sick leave shall accumulate from year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year. Days lost due to injury or illness arising out of or caused by Township employment for which the employee has a claim for Workmen's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

B. Upon retirement, employees shall be paid by the Township for one-half (1/2) of all unused sick leave which they have accumulated. The maximum amount paid for unused sick leave shall be up to \$12,000.

## ARTICLE V

### VACATIONS

The Township's vacation plan shall be as set forth in Ordinance 80-1 as attached in Appendix B.

## ARTICLE VI

### HOLIDAYS

The present holiday schedule in effect and set forth below will be continued:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Election Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If any of the above holidays falls on a Saturday, it will be celebrated on the previous Friday, if it falls on a Sunday, it will be celebrated on the following Monday.

## ARTICLE VII

### PERSONAL LEAVE

Each employee shall be eligible for four (4) days personal leave which may be used for personal business with the permission of their immediate supervisor. Personal leave time shall not be accumulated. Except in emergency situations, employees shall notify his supervisor forty-eight (48) hours in advance of his intent to take his personal leave.

## ARTICLE VIII

### BEREAVEMENT LEAVE

Each employee shall be entitled to five (5) days leave with pay for death in the immediate family. Immediate family shall be defined for this purpose as: spouse; natural, foster or step parent; child; brother or sister; father-in-law or mother-in-law; aunt or uncle; or any relative residing in the household.

## ARTICLE IX

### UNION LEAVE

Members of this bargaining unit may use up to a total of fifteen (15) aggregate days for Union business leave each year. Employees must request utilization of the leave at least forty-eight (48) hours before it is to commence and the taking of such leave shall not impede the operation of any Township department when it is taken. All use of such leave shall be reported to the Union to insure that the employees are actually utilizing the leave for Union Business.

## ARTICLE X

### NON-DISCRIMINATION

The parties agree to comply with all Equal Employment Opportunity guidelines and statutes.

## ARTICLE XI

### JOB CLASSIFICATION

A. Whenever an employee is assigned or promoted to a higher job classification, he shall receive a pay increase of ten percent (10%) of his base rate.

B. If an employee is required to work on a lower job classification less than his regular job classification, he shall receive his regular rate of pay.

## ARTICLE XII

### OUTER WORK AND RAIN GEAR

The Township will continue to provide outer work clothes and rain gear to all employees in the bargaining unit requiring same. The Township will determine the amount of outer work clothes and rain gear to be distributed to each employee and employees will be responsible for the maintenance of work clothes and rain gear in usable condition. The employees issued work clothes and rain gear will wear same unless authorized to do otherwise by an immediate supervisor.

ARTICLE XIII  
WORK CLOTHES

A. The Township will buy, provide and maintain all work clothing including: T-shirts, jackets, pants, shirts, gloves, rain boots and hats.

B. The Township will reimburse each employee up to a maximum of \$45.00 annually upon presentation of a receipt for work shoes.

ARTICLE XIV  
OVERTIME, EMERGENCY CALL-IN PAY AND EMERGENCY WORK

A. All employees shall be expected to complete their work in the time allotted for the normal working day. Any employee scheduled to work beyond their regularly scheduled work day shall be paid at the rate of time and one-half in pay after eight (8) hours per day or forty (40) hours per week of work have been completed. In all cases, forty (40) hours in any one work week must be completed prior to overtime.

B. If an employee is required to work on a holiday, he shall receive time and one-half for all hours worked plus one day straight time wages.

C. If an employee is required by the Commissioner to work on an emergency call out, he/she shall receive double time for all hours actually worked.

D. Any employee who leaves his work station and is called to return to work from his or her home shall be compensated with a guarantee of four (4) hours work upon the employee's return to his or her work location for the call in work assignment. No employee will be paid less than four (4) hours wages for the four (4) hour period at the applicable rate of the time of call in.

E. Whenever employees are required to work in an emergency situation, there shall be at least two (2) employees working at all times. Emergency situations shall constitute all snow removal work and any other job situations caused by hurricanes, floods or snow.

F. During periods of emergencies such as listed in Paragraph E, after an employee has completed twelve (12) hours of continuous work, he shall be entitled to a rest period of four (4) hours with pay provided he immediately returns to continue for a least eight (8) hours. There will be a guarantee of at least eight (8) hours

additional work.

G. Any employee required to work on an emergency snow situation shall receive two times his rate of pay.

H. When Town Hall is closed for reasons other than holidays and emergencies as declared by the Commissioner specified herein, all Road Department Public Works and Ground Maintenance Employees, who are required to work shall be paid double time for all hours worked.

## ARTICLE XV

### SENIORITY

A. A job opening or vacancy shall be posted on an appropriate bulletin board for a period of five (5) working days.

B. Seniority is defined as continuous unbroken service with the employer.

C. The Employer will endeavor to fill permanent job openings by promoting employees from the next lower job titles, provided those employees possess the requirements enunciated by Civil Service Law and who are subsequently certified by Civil Service. In all instances employees promoted must possess the skill, ability, and knowledge to perform the duties required of the higher rated job.

D. If there are two (2) or more employees with the equal skill and ability to perform the work at the discretion of the administration, which may not be arbitrarily or capriciously withheld, the employee with the greatest seniority shall be given preference. If the employee with the greatest seniority cannot perform the higher rated job, once promoted to the higher rated job, then the administration shall promote the employee which it deems to be the next eligible.

E. A permanent job opening or vacancy in the bargaining unit constituting a promotion shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such period of time the permanent job opening or vacancy shall be posted, a temporary job opening with respect to the posted position shall be deemed to exist. The Township Commissioner in charge of the Road Department shall have the right, at his discretion, to fill any temporary job opening by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days of the posting of a notice, the Commissioner in charge of the Road Department, in his discretion, may fill such permanent job opening or vacancy.

F. No employee shall be transferred without reason or cause and

shall be granted a ten (10) day notice in which to reply to any notice of transfer. An employee may discuss any transfer with his immediate supervisor or the Commissioner in charge of the Road Department. After a necessary discussion, the employee shall comply with the transfer order. If the transfer is necessitated by a vacancy and the Commissioner in charge of the Road Department decides not to transfer the employee, then the vacancy shall be filled through the provisions established and through the job posting procedure as agreed to in this contract.

G. Overtime Rotation - Overtime in the Blue Collar Unit shall be assigned in accordance with the seniority list which shall set forth the names of the employees in each classification, in order of their seniority. The first overtime assignment on a particular occasion shall be assigned to the most senior employee on the seniority list in that classification. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom the overtime assignment has been offered shall decline to accept that assignment, he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. In the event that all employees who are offered a particular overtime assignment decline to accept the assignment, the least senior employee who is offered the assignment and who is qualified to perform the assignment shall be obliged to accept it. No employee will be permitted to accept an overtime assignment if the employee does not possess the skill and ability to perform the work.

H. Vacations - Whenever more than one (1) employee within the job classification requests vacation at a job location at any particular time, the Township shall endeavor to honor all vacations as requested. However, when vacations cannot be granted to all employees requesting vacations for a particular period, the employees with the greatest seniority shall be granted their vacation first.

I. When the Township decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first.

J. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of two (2) years or more shall not be entitled to recall.

K. This article does not apply to promotional positions of a supervisory, confidential or managerial executive nature.

ARTICLE XVI  
SAFETY REPORT

Whenever an employee is assigned to drive Township equipment and he feels such equipment is in need of such repair that it is hazardous or defective, he shall at once notify his immediate supervisor of his defective or hazardous equipment. The supervisor thereupon shall ask the employee to fill out the Safety Report form as agreed upon by the parties to this agreement.

ARTICLE XVII  
JOB POSTING

Any vacancy in the bargaining unit shall be posted for three (3) calendar days before it is awarded to any person. Consideration of employees currently working for the Municipality will be provided by the Commissioner before a new employee is hired for a vacancy. However, in all cases, the discretion of the Commissioner shall be final and binding on all hiring decisions.

ARTICLE XVIII  
BULLETIN BOARDS

The Union will have access to a bulletin board in each work area. The Union may post notices of Union activities and information pertinent to its collective bargaining relationship on these bulletin boards. Copies of the information to be posted on the bulletin boards will be forwarded to the office of the Township Commissioner in charge of the Road Department.

ARTICLE XIX  
LONGEVITY

Longevity pay will be set forth below for all classified permanent Blue Collar unit employees and shall be paid in addition to and together with his annual base salary, based upon the date of appointment:

YEARS OF SERVICEPAYMENT OF ANNUAL BASE SALARY1985

Upon completion of 3 years	2%
*Each year thereafter	1%
Maximum	8%

1986-1989

Upon completion of 3 years	2%
*Each year thereafter	1%
Maximum	8%

\*Note: Increase will be 1% per year up to and including 5%, over 5% will be 1/2% for 1985 only. For 1986 and on, the increase will be 1% annually.

ARTICLE XXHOSPITALIZATION

The Township will continue to provide health benefits coverage as is provided under the Township plan including basic coverage, major medical, optical and dental.

ARTICLE XXIFULLY BARGAINED CLAUSE

This agreement contains the entire understanding of the parties. There are no representations, promises or warranties other than those set forth herein. Neither party shall be required to renegotiate any part, until the expiration of said Agreement or the activation of reopeners clauses within this Agreement.

## ARTICLE XXII

### PAST PRACTICE CLAUSE

All benefits and conditions of employment presently in existence for the bargaining unit, unless modified by this Agreement, whether in writing or in practice, shall be continued without change by the Township during the life of this Agreement.

## ARTICLE XXIII

### SEVERABILITY CLAUSE

If any part, clause, portion or Article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or Article may be deleted and the remainder of the Agreement not so affected shall continue in full force and effect absent the affected clause.

## ARTICLE XXIV

### MANAGEMENT RIGHTS

A. It is recognized that the Employer has and will continue to retain all rights and responsibilities to direct the forces of the Township in all aspects. Included, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Township has not expressly modified or restricted by a specific provision of this agreement;
2. The right to establish and administer policies and procedures related to personnel matters, Township controlled activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Township;
3. To reprimand, suspend, discharge or otherwise discipline employees for cause;
4. To hire, promote, transfer, assign, reassign, lay-off and recall employees to work in accordance with Civil Service Rules and seniority;
5. To determine the number of employees and the duties to be performed;

6. To maintain the efficiency of employees, to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service, in accordance with Civil Service Rules;

7. To determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Township;

8. To make or change Township rules, regulations, policies, and practices consistent with the specific terms and provisions of this agreement and consistent with Civil Service Rules and Regulations.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township shall only be limited by the language of this clause.

C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

D. It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

## ARTICLE XXV

### WORK CONTINUITY

During the period of time of this agreement, the Union and its members shall not have the right to engage in any slow-down, work stoppage, strike or related activity.

The sole method for resolving any disagreement concerning this agreement shall be covered by the procedures contained in this agreement or legal remedies available to the parties that do not constitute strikes or work stoppages.

The Union agrees that if any type of concerted activity occurs, as noted above, the Union will take immediate steps to terminate such activities and will condemn such activities. An employee who engages in any of the prohibited activities shall be subject to disciplinary action.

ARTICLE XXVI

PRODUCTIVITY

The Union agrees that it will cooperate with the Township in any productivity program adopted by the Township covering employees of this bargaining unit.

ARTICLE XXVII

PERFORMANCE EVALUATION

The parties agree that the Township has the right to conduct individual performance evaluations of all personnel.

ARTICLE XXVIII

WORK PERFORMANCE

All employees covered by this agreement will be expected to perform all duties as assigned by their supervisor. This shall include but not be limited to the specific functions and duties enumerated in their individual job descriptions and any other such functions which may be assigned from time to time by their supervisors or through employer work rules, personnel regulations or other regulations. It is recognized and agreed that employees in this bargaining unit recognize the authority of the Township to promulgate and implement work performance standards in accordance with the dictates and authority resident in the Township.

ARTICLE XXIX

WASH UP TIME

All employees shall have a ten (10) minute wash up time prior to the lunch period.

ARTICLE XXX

AGENCY SHOP

The parties agree that for the term of this agreement, in accordance with New Jersey statutes, any employee who is a member of

this bargaining unit on the effective date of this agreement who is not a member of Teamsters Local No. 35 shall pay an agency shop fee equal to 85% of the dues, initiation fees and special assessments of the bargaining agent. Such fees shall be deducted from the pay of employees affected on the basis of authorization provided by the bargaining agent. The bargaining agent agrees to save the employee harmless from any and all action it takes under this article.

ARTICLE XXXI

SALARY

See attached schedule A.

ARTICLE XXXII

HOURS OF WORK

The Commissioner reserves the right to revise the work hours of the employees. The employees agree to change their normal 8:00 to 4:00 working hours to the specific schedule developed by the Commissioner.

ARTICLE XXXIII

DURATION

This Agreement shall be effective retroactive to January 1, 1989 and shall continue in full force and effect until December 31, 1989, except that the parties will enter into negotiations for a succeeding contract in September of 1989.

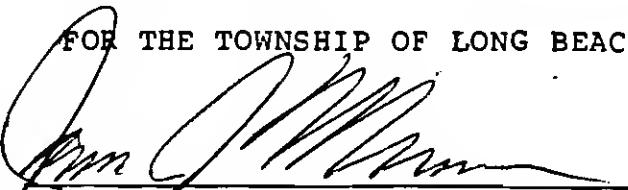
IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

ATTEST:

  
HAROLD V. GALE, MUNICIPAL  
CLERK

  
FRANK T. PESCATORE  
Commissioner/Director  
of Public Works & Property

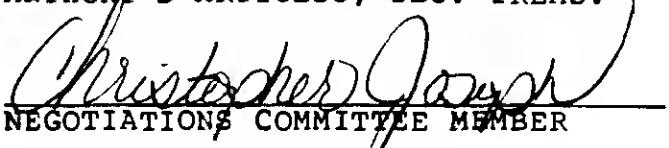
FOR THE TOWNSHIP OF LONG BEACH:

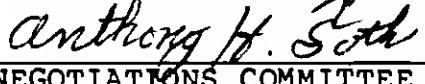
  
JAMES J. MANCINI, MAYOR  
TOWNSHIP OF LONG BEACH

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS CHAUFFEURS, WAREHOUSEMEN  
& HELPERS, LOCAL NO. 35:

  
FRANK J. LUCIDI, PRESIDENT

  
ANTHONY D'ARTIGLIO, SEC. TREAS.

  
CHRISTOPHER J. O'NEIL  
NEGOTIATIONS COMMITTEE MEMBER

  
ANTHONY F. FELT  
NEGOTIATIONS COMMITTEE MEMBER

## Appendix B

### ORDINANCE NO. 80-1

#### AN ORDINANCE AMENDING AN ORDINANCE ENTITLED: "AN ORDINANCE FIXING AND DETERMINING THE ANNUAL SALARIES, DESIGNATING HOLIDAYS AND PROVIDING FOR OVERTIME COMPENSATION OF CERTAIN OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF LONG BEACH, COUNTY OF OCEAN, NEW JERSEY".

#### THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF LONG BEACH, IN THE COUNTY OF OCEAN, DO OROAIN:

SECTION 1. Ordinance No. 77-1, as amended, the title of which is set forth in full to the title hereof, is hereby further amended as follows:

(a) To change parts of Section 1 to read as follows:

TITLE	MINIMUM	MAXIMUM
"Senior Assessing Clerk (Stenography) Assessing Clerk	\$6,100.00 3,200.00	\$11,500.00 7,000.00

(b) To change Section 6 to read as follows:

"SECTION 6. Holiday Pay. All full-time permanent employees or full-time temporary employees or full-time provisional employees who work on any such designated holiday shall be compensated as follows:

a. Police Department: An hourly rate, computed by dividing such annual gross salary in effect at the time the holiday is worked by 2080 hours; effective January 1, 1980, the Police Department shall be paid at a time and one-half rate, computed as above.

b. All Other Departments: Time and one-half for all hours worked, computed as above, plus one day straight time wages.

Any daily or hourly employee, working full-time (40 hours per week), who works on such designated holiday, shall be compensated as follows:

c. A daily or hourly rate equal to time and one-half of the employees regular hourly rate in effect at the time the holiday is worked.

In the event that a holiday occurs during the vacation leave of an employee, such holiday shall not be counted as a vacation day, should a holiday occur while an employee is on sick leave, such holiday shall not be charged against sick leave."

(c) To change Section 7b to read as follows:

"b. For each year of continuous employment thereafter, there shall be added to the annual base salary in effect at that time, an additional one-half percent (1/2%) per annum, until a maximum of eight percent (8%) is reached.

(d) To change Section 8 to read as follows:

"SECTION 8. Overtime Pay. All employees shall be expected to complete their work in the time allotted for the normal working day. For those employees working a forty (40) hour work week, eight (8) hours per day or forty (40) hours per week, must be completed prior to the payment of any overtime. Overtime shall be computed and paid as follows:

a. Police and Road Departments: A time and one-half rate, computed by dividing such annual gross salary in effect at the time the overtime is worked by 2080 hours. For the Road Department, emergency snow removal shall be paid at the rate of double time, computed as above.

For those employees working a thirty-five (35) hour work week, seven (7) hours per day or thirty-five (35) hours per week, must be completed prior to the payment of any overtime. Overtime shall be computed and paid as follows:

a. Any employee scheduled to work beyond their regularly scheduled work day, shall be paid at the rate of time and one-half computed by dividing such annual gross salary in effect at the time the overtime is worked by 1820 hours.

b. Any employee required to attend official municipal meetings, shall be compensated on a per meeting attendance basis in accordance with the following rate schedule: \$25.00 to \$40.00 per meeting."

(e) To change Section 9c to read as follows:

"c. Annual vacation leave with pay shall be as follows:

1. During the first year of service, one day for each month of completed services.

2. After one year, fifteen (15) days.

3. After three years, sixteen (16) days.

4. After six years, seventeen (17) days.

5. After nine years, eighteen (18) days.

6. After twelve years, nineteen (19) days.

7. After fifteen years, twenty (20) days

8. After eighteen years, twenty two (22) days

9. After twenty years, twenty four (24) days

The annual vacation allowance for all employees shall be determined as of January 1st of any year. Permanent part time employees shall receive vacation credit allowance on a proportionate basis."

(f) To change Section 10 to read as follows:

"SECTION 10. Personal Leave. Personal leave may be used for personal business with the permission of the immediate supervisor. Personal leave must be taken during the current calendar year and cannot be accumulated.

a. Police Department: Each employee shall be eligible for three (3) days personal leave per annum; each employee employed on shift work or who is required to work other than normal daytime hours, shall be entitled to an additional personal day leave per annum.

b. All Other Departments: Each employee shall be eligible for four (4) days personal leave per annum."

(g) To change Section 11c to read as follows:

"e. Upon retirement, employees shall be paid by the Township for Sixty (60) percent of all unused sick leave which they have accumulated. The maximum amount paid for unused sick leave shall be \$12,000.00. Unused sick leave shall be paid within sixty (60) days of retirement."

(h) To add to the end of Section 11 the following:

"In addition, the Township will contribute fifty (\$50.00) dollars per annum toward dental expenses of all full-time permanent employees or full-time temporary employees or full-time temporary employees, this provision to become effective January 1, 1980. Payment shall be made only against paid bills."

(i) To add to the end of Section 12 the following:

"c. College Credits. Additional compensation for college credits shall be paid at the rate of \$5.00 per credit per annum or the amount allowed for an Associate or Baccalaureate Degree, whichever amount is greater, however, not to exceed \$1,000.00 per annum."

(j) To change Section 13 to read as follows:

"SECTION 13. Bereavement Leave. Bereavement leave of five (5) days per death of an immediate relative of an employee shall be granted, provided the decedent is a spouse, mother, father, grandmother, grandfather, sister, brother, child or stepchild, or any other dependent residing with an employee, or spouse's mother, father, sister, brother, child or stepchild, grandmother, or grandfather. Such bereavement leave is with pay and is not chargeable against vacation, personal or sick leave time. Where a common disaster results in the death of more than one such relative within forty eight (48) hours, no more than ten (10) days bereavement leave shall be granted. Bereavement leave of one (1) day shall be granted to attend the funeral of a deceased aunt or uncle."

SECTION 2. All ordinances inconsistent with the terms of this Ordinance are to the extent of such inconsistency, superseded and repealed. In the event that any section, sentence or clause in this Ordinance shall be declared unconstitutional by a Court of competent jurisdiction, such declaration shall not in any manner prejudice the enforcement of the remaining provisions.

SECTION 3. The terms of this Ordinance are retroactive to January 1, 1979, with the exception of those terms specifically mentioned to be effective January 1, 1980.

SECTION 4. This Ordinance shall take effect immediately upon final passage and publication as required by law.

Done at the